

**FAFCO INCORPORATED (“FAFCO”)
NINETY-DAY LIMITED WARRANTY
FOR THE SOLARCUB ABOVE GROUND POOL
SOLAR COLLECTOR**

435 Otterson Drive
Chico, California 95928
warranty@fafco.com

1. **SCOPE OF COVERAGE.** This limited warranty applies only to new SolarCub above ground swimming pool solar collectors (“Collectors”) manufactured by FAFCO.
2. **NINETY-DAY LIMITED PARTS OR REPLACEMENT WARRANTY.** FAFCO warrants only to the original end-user purchaser (“Buyer”) of a Collector that the Collector will be free from defects in materials and workmanship for a period of up to ninety (90) days from the original purchase date when used under normal application and service conditions for heating a swimming pool and installed in strict accordance with FAFCO’s installation instructions, subject to the terms, conditions, and limitations described below. **FREEZE DAMAGE IS NOT COVERED UNDER THIS WARRANTY.** If a Collector fails to conform to this limited warranty, then during the warranty period FAFCO will provide to the original Buyer the necessary replacement parts or at FAFCO’s option will replace the defective solar Collector with a new solar Collector of at least the same quality, within a reasonable time. Replacement Collectors will be subject to the same limited warranty provisions and term as the original Collector. All replaced Collectors will become the property of FAFCO. This limited warranty does not include the costs of shipping or any other related costs resulting from the lack of operation of the Collector, the costs of which are the sole responsibility of the Buyer. This limited warranty is not assignable and applies only to the original Buyer.
3. **LIMITATIONS AND EXCLUSIONS TO WARRANTY COVERAGE.**
 - A. **IMPROPER INSTALLATION, TRANSPORTATION OR HANDLING.** Installation, transportation and handling must be performed with care and in strict compliance with FAFCO’s instructions. The FAFCO limited warranties do not apply to any Collector that has been damaged through or as a result of improper installation, application, transportation or handling.
 - B. **MAINTENANCE AND REPAIR.** The Collector must be properly and routinely maintained in a reasonable manner and in accordance with FAFCO’s maintenance instructions. Improper or incorrectly performed maintenance or repair voids all FAFCO warranties. If it appears to you that any warranted component or part is not functioning properly, promptly notify FAFCO via email at warranty@FAFCO.com.
 - C. **NEGLIGENCE, ABUSE, MISUSE, ALTERATIONS OR ACCIDENT.** The Collector must be operated in accordance with FAFCO’s operating instructions. Damage due to negligent use or storage or abuse, accident, vandalism or misuse of a Collector will void warranty coverage. FAFCO Collectors are not warranted for any use other than their intended use in accordance with FAFCO’s operating instructions. Any failure to use the Collector for its intended use and in accordance with FAFCO’s operating instructions will void the warranty. This limited warranty does not cover damage due to alterations, vandalism, accidents, lightning, flood, fire or other abnormal weather conditions or acts of God.

D. **ORDINARY WEAR AND TEAR.** FAFCO warranty coverage does not apply to conditions arising from ordinary wear and tear or that may occur in normal operations over time or to the normal effects of exposure to weather conditions over time. Normal fading and minor deterioration of exterior surfaces resulting from exposure to the elements are specifically not covered unless the fading is the result of a defect in materials or workmanship.

4. **WARRANTY REPAIR AND SERVICE.**

A. **WARRANTY SERVICE.** Warranty repair and service will ordinarily be completed by the Buyer with help from FAFCO. To verify that your limited warranties are still in effect, you must furnish proof of purchase, the date and location of installation, and verify that the installation was performed in strict compliance with FAFCO's installation instructions. Please file all claims with FAFCO via email at warranty@FAFCO.com.

B. **IF REPLACEMENT IS REQUIRED.** Warranty replacement will be made by FAFCO. If FAFCO determines that the Collector must be returned, FAFCO will provide you with a return materials authorization, and then return the thermal Collector for warranty service to FAFCO at its facility at 435 Otterson Drive, Chico, California 95928 with proof of warranty coverage. FAFCO then will promptly repair or replace the defective solar thermal Collector and will return it to you. Please file all claims with FAFCO via email at warranty@FAFCO.com.

5. **NO OTHER EXPRESS WARRANTIES; SEVERABLE TERMS; GENERAL LIMITATION.** Unless otherwise explicitly agreed to in writing by FAFCO, it is understood that the FAFCO limited warranties described above are the only written warranties given by FAFCO. FAFCO neither allows nor authorizes any person or company (including FAFCO dealers and distributors) to extend any warranties, obligations or liabilities on behalf of FAFCO or in connection with FAFCO products other than as described in the above express written warranty. FAFCO IS NOT LIABLE FOR DAMAGE TO PROPERTY, LOST PROFITS, INJURY TO GOODWILL OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM ANY DEFECTIVE SOLAR COLLECTOR, ANY BREACH OF THE ABOVE EXPRESS WARRANTIES, OR FOR ANY NEGLIGENCE BY IT OR ITS DEALERS OR DISTRIBUTORS. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion or limitation may not apply to you. If any provision or part of the FAFCO limited warranties are held to be invalid, void or unenforceable, such holding will not affect any other portion or provisions of the FAFCO limited warranties and all other terms and conditions shall remain in effect to the fullest extent permitted by law. All terms and conditions of these FAFCO limited warranties are severable. FAFCO is not responsible for any delay or non-performance due to war, riot, strikes, or other events beyond its reasonable control, including but not limited to events or conditions not reasonably known or understood at the time of sale.

6. **NO IMPLIED WARRANTIES OR WARRANTIES AS TO PERFORMANCE LEVELS.** Except as expressly set forth herein, the Collectors are provided on an "as is" basis and "with all faults;" there are no warranties of any kind, express or implied, including but not limited to, any warranty of title, of merchantability or fitness for any particular purpose, compatibility, security or accuracy; and there are no warranties as to the specific level of performance of the solar Collectors, any resulting fuel savings, or any particular temperature or level to which the water will be heated. In any case where an implied warranty cannot be disclaimed by law or is otherwise found to have been made, the expiration of such implied warranty shall occur simultaneously with the expiration of the express limited warranty granted herein. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not

apply to you. This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

5. **CHOICE OF LAW.** This limited warranty and the rights and responsibilities granted hereunder are governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law's provisions.